



Pullman Leasing Company

200 South Michigan Avenue
Chicago, Illinois 60604
(312) 322-7070

July 14, 1988

Interstate Commerce Commission
Office of Recordation
Room 2303
12th & Constitution Avenue
Washington, D.C. 20423

RECORDATION NO. 10707-F
JUL 18 1988 9 30 AM
INTERSTATE COMMERCE COMMISSION

JUL 18 1988
13.00
GH

8-198A016

Re: Filing
Supplemental Agreement
Dated as of June 15, 1988
Equipment Trust Agreement
Dated as of August 1, 1979
(Series 7)

100 OFFICE OF
THE SECRETARY
JUL 18 9 26 AM '88
MOTOR OPERATING UNIT

Gentlemen:

Enclosed for recording under Section 49 U.S.C. 11303 are three executed counterparts of the Supplemental Agreement No. 8 (hereinafter referred to as the "Supplement") dated as of June 15, 1988 between Harris Trust and Savings Bank, as Trustee (hereinafter referred to as the "Trustee"), and Signal Capital Corporation (hereinafter referred to as the "Company"), to the Equipment Trust Agreement (hereinafter referred to as the "Agreement") dated as of August 1, 1979 between the Trustee, as Trustee, and Pullman Leasing Company. The Agreement was filed with the Commission on August 8, 1979 and was assigned Recordation Number 10707.

The Agreement has been amended from time to time by Supplemental Agreements which have been filed with the Commission. The most recent Supplemental Agreement dated as of October 1, 1987 was filed with the Commission on November 20, 1987 and was assigned Recordation No. 10707-H.

Under the Agreement, the Trustee leases the Trust Equipment described therein to the Company.

The Supplement was entered into by Signal Capital Corporation, formerly known as Pullman Leasing Company and the Trustee for the purpose of deleting from the Agreement units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed, and to substitute therefore other units of equipment and for the purpose of changing the identification marks and car numbers on some of the units.

I am also enclosing a check payable to the order of the Interstate Commerce Commission in the amount of \$13.00 as the fee for recording the Supplement.

Counterpart - July 14, 1988

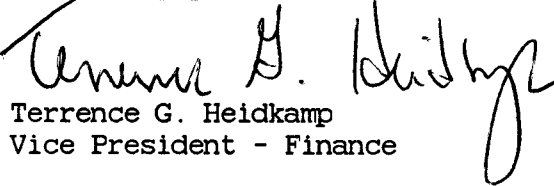


ICC - Office of Recordation
July 14, 1988
Page Two

Pursuant to the Commission's rules and regulations for recording of certain documents under Section 49 U.S.C. 11303, please duly file one of the enclosed counterparts for record in your office and return the remaining copies, together with the Certificate of Recording, to the messenger making this delivery.

If you have any questions concerning this request, please call me collect.

Very truly yours,



Terrence G. Heidkamp
Vice President - Finance

TGH:mg

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY
Terrence G. Heidkamp
Vice Pres.-Finance
200 South Michigan Ave.
Chicago, IL 60604

7/18/88

Dear Sir

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/18/88 at 9:30AM , and assigned recordation number(s). 10707-I

Sincerely yours,

Nesta L. McEneaney
Secretary

Enclosure(s)

EXECUTED IN 6 COUNTERPARTS

COUNTERPART NO. 3

PULLMAN LEASING COMPANY

EQUIPMENT TRUST

(Series 7)

RECORDATION NO. 10707-7 FILE 1220

JUL 18 1988-9 32 AM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL AGREEMENT NO. 8

Dated as of June 15, 1988

TO

EQUIPMENT TRUST AGREEMENT

Dated as of August 1, 1979

BY AND BETWEEN

Harris Trust and Savings Bank
Trustee

AND

Pullman Leasing Company

SUPPLEMENTAL AGREEMENT NO. 8
EQUIPMENT TRUST AGREEMENT
DATED AS OF AUGUST 1, 1979
(Series 7)

This Supplemental Agreement (hereinafter called the "Supplemental Agreement"), dated as of June 15, 1988 by and between Harris Trust and Savings Bank, an Illinois Banking Corporation, as Trustee (hereinafter called the "Trustee"), and Signal Capital Corporation, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company").

WHEREAS, the Trustee and Pullman Leasing Company entered into an Equipment Trust Agreement, dated as of August 1, 1979 and such Equipment Trust Agreement heretofore has been supplemented and amended (which Equipment Trust Agreement, as so amended, is hereinafter called the "Equipment Trust Agreement"); and

WHEREAS, the Trustee, Pullman Rail Leasing Inc., formerly known as Pullman Leasing Company, and the Company entered into a Supplemental Agreement dated as of February 26, 1981 whereby the Company assumed as primary obligor, jointly and severally with Pullman Rail Leasing Inc., pursuant to the guaranty endorsed on the Trust Certificates, the prompt payment of the principal and interest on the Trust Certificates and the due and punctual performance and observance of all the terms, covenants and conditions of the Equipment Trust Agreement to be kept or to be performed by Pullman Rail Leasing Inc.; and

WHEREAS, the Trustee, Pullman Rail Leasing Inc., and the Company entered into a Supplemental Agreement dated as of September 30, 1986 whereby the Company assumed as sole obligor the prompt payment of principal and interest on the Trust Certificates and the due and punctual performance and observance of all of the terms, covenants and conditions of the Equipment Trust Agreement to be kept and performed by Pullman Rail Leasing Inc.; and

WHEREAS, several units of the Trust Equipment, as defined in the Equipment Trust Agreement, have become worn out, unsuitable for use, lost or destroyed and have been reported by the Company to the Trustee as required by Section 5.08 of the Equipment Trust Agreement; and

WHEREAS, in accordance with Section 5.06 of the Equipment Trust Agreement, the Company wishes to convey to the Trustee other Equipment, as defined in the Equipment Trust Agreement, which has a value to the Company of not less than the value of such units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed in lieu of delivering to the Trustee cash equal to the value of such units of Trust Equipment; and

WHEREAS, in accordance with Section 5.07 of the Equipment Trust Agreement, the Company has requested that the Trustee permit the Company to change the identification mark and car numbers of 106 units of the Trust Equipment; and

WHEREAS, Section 12.01 of the Equipment Trust Agreement authorizes the Trustee and the Company to enter into an agreement or agreements supplemental to the Equipment Trust Agreement which do not adversely affect the interests of the holders of Trust Certificates, as defined in the Equipment Trust Agreement, without the consent of such holders; and

WHEREAS, pursuant to the provisions of Section 12.01 of the Equipment Trust Agreement, the Equipment Trust Agreement heretofore has been supplemented by Supplemental Agreement dated as of February 26, 1981; Supplemental Agreement No. 1 dated as of May 15, 1981; Supplemental Agreement No. 2 dated as of August 15, 1983; Supplemental Agreement No. 3 dated as of April 2, 1984; Supplemental Agreement No. 4 dated as of September 13, 1985; Supplemental Agreement No. 5 dated as of September 30, 1986; Supplemental Agreement No. 6 dated as of December 15, 1986; and Supplemental Agreement No. 7 dated as of October 1, 1987; and

WHEREAS, the Trustee and the Company desire to enter into the Supplemental Agreement to permit such substitution of units of Equipment for the units of Trust Equipment which heretofore have become worn out, unsuitable for use, lost or destroyed and to permit the remarking and renumbering of 106 units of the Trust Equipment.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Trustee, SCC and the Company agree as follows:

1. Attached hereto as Schedule A is a list of units of Trust Equipment which have become worn out, unsuitable for use, lost or destroyed since December 31, 1986. Each of such units of Trust Equipment is hereby deleted from Schedule A to the Equipment Trust Agreement.
2. Attached hereto as Schedule B is a list of units of Equipment which are to be conveyed by the Company to the Trustee in accordance with Section 5.06 of the Equipment Trust Agreement in substitution for the units of Trust Equipment listed in Schedule A hereto. Upon such conveyance by the Company, such units of Equipment shall be substituted for units of Trust Equipment listed in Schedule A hereto and shall become Trust Equipment.
3. Attached hereto as Schedule C is a list which shows the present identification mark and car numbers for 106 units of the Trust Equipment and the new identification mark and car numbers which will be substituted therefor on each of such units.
4. The Equipment Trust Agreement, as further amended by the Supplemental Agreement, shall continue in full force and effect.

IN WITNESS WHEREOF, the Trustee and the Company have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

Attest:

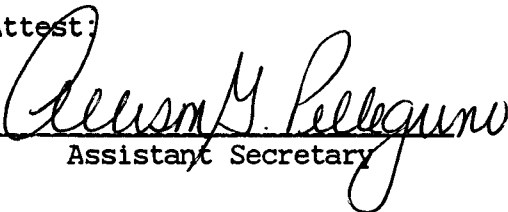
Harris Trust and Savings Bank,
as Trustee


Assistant Secretary

By: 
Vice President

Attest:

Signal Capital Corporation

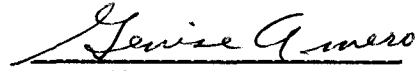

Assistant Secretary

By: 
Vice President

STATE OF NEW HAMPSHIRE)
) SS
COUNTY OF ROCKINGHAM)

I, GENISE AMERO, a Notary Public in and for such County and State, do hereby certify that PATRICK J. LINK, personally known to me to be a Vice President of Signal Capital Corporation, a Delaware corporation, and ALLISON G. PELLEGRINO, and personally known to me to be an Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing Supplemental Agreement appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of June, 1988.


Notary Public

My commission expires

9/24/91

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, I. MUZQUIZ a Notary Public in and for such county and state, do hereby certify that R. G. MASON, personally known to me to be VICE PRESIDENT of ~~The First National Bank of Chicago~~ ^{HARRIS TRUST AND SAVINGS BA}, and J. BARTOLINI, personally known to me to be ASSISTANT SECRETARY, of said Bank, and personally known to me to be the same persons whose names are subscribed to the foregoing Supplemental Agreement, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as R. G. MASON and J. BARTOLINI of said Bank and caused the seal of said Bank to be affixed thereto, pursuant to authority as their free and voluntary act and as the free and voluntary act and deed of said Bank, for uses and purposes therein set forth.

Given under my hand and notarial seal this 11th day of ~~June~~ JULY, 1988.

J. Muzquiz
Notary Public

SCHEDULE A
EQUIPMENT TRUST AGREEMENT
DATED AS OF AUGUST 1, 1979
(SERIES 7)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Value</u>	<u>Equipment First Put Into Use No Later Than</u>
2	5820 cu. ft. 100-ton capacity covered hopper	PTLX 43390, 43392,	\$ 45,596.20	8/78
12	4750 cu. ft. 100-ton capacity covered hopper	PTLX 18078, 18093, 18193, 18252, 18260, 18270, 18341, 18350, 18361, 18378, 18504, 18671	220,751.16	1/79
1	4750 cu. ft. 100-ton capacity covered hopper	PTLX 18585	18,615.95	2/79
3	4750 cu. ft. 100-ton capacity covered hopper	PTLX 18747, 19145, 19155	54,065.54	3/79
<u>1</u>	4750 cu. ft. 100-ton capacity covered hopper	PTLX 18731	<u>19,045.40</u>	4/79
<u>19</u>	Total		<u><u>\$358,074.25</u></u>	

SCHEDULE B
EQUIPMENT TRUST AGREEMENT
DATED AS OF AUGUST 1, 1979
(Series 7)

<u>Quantity</u>	<u>Description</u>	<u>Car Numbers</u>	<u>Original Cost</u>	<u>Value</u>	<u>Equipment First Put Into Use No Later Than</u>
3	23,500 gal. coiled and insulated tank car	TLDX 223060, 223061, 223062	\$ 73,156.55	\$ 24,873.22	2/70
1	23,500 gal. coiled and insulated tank car	TLDX 223063	24,601.90	8,438.45	3/70
3	23,500 gal. coiled and insulated tank car	TLDX 223064, 223065, 223066	69,467.50	24,244.16	5/70
5	23,500 gal. coiled and insulated tank car	TLDX 223067, 223068, 223069, 223070, 223071	128,036.78	45,068.94	6/70
2	23,500 gal. coiled and insulated tank car	TLDX 223072, 223073	48,858.49	17,344.76	7/70
20	23,500 gal. coiled and insulated tank car	TLDX 223074 thru 223091, 223093, 223095	488,379.40	174,839.82	8/70
6	23,500 gal. coiled and insulated tank car	TLDX 223096, 223097, 223099, 223100, 223101, 223102	144,999.59	52,344.87	9/70
<u>2</u>	23,500 gal. coiled and insulated tank car	TLDX 223103, 223104	<u>45,918.77</u>	<u>17,265.46</u>	2/71
<u>42</u>	Total		<u>\$1,023,418.98</u>	<u>\$364,419.68</u>	

SCHEDULE C
EQUIPMENT TRUST AGREEMENT
DATED AS OF AUGUST 1, 1979
(SERIES 7)

<u>OLD CAR NUMBER</u>	<u>NEW CAR NUMBER</u>	<u>OLD CAR NUMBER</u>	<u>NEW CAR NUMBER</u>
PLCX 18022	SOO 88022	PLCX 18380	SOO 88380
18023	88023	18384	88384
18025	88025	18395	88395
18027	88027	18404	88404
18029	88029	18407	18407
18037	88037	18413	88413
18062	88062	18414	88414
18175	88175	18423	88423
18177	88177	18444	88444
18190	88190	18450	88450
18206	88206	18451	88451
18223	88223	18462	88462
18224	88224	18463	88463
18238	88238	18465	88465
18239	88239	18513	88513
18246	88246	18540	88540
18267	88267	18626	88626
18287	88287	18629	88629
18288	88288	18643	88643
18293	88293	18645	88645
18294	88294	18646	88646
18302	88302	18652	88652
18304	88304	18654	88654
18310	88310	18657	88657
18312	88312	18669	88669
18314	88314	18672	88672

OLD CAR NUMBERNEW CAR NUMBEROLD CAR NUMBERNEW CAR NUMBER

FLCX 18673	SOO 88673
18682	88682
18684	88684
18686	88686
18691	88691
18694	88694
18706	88706
18707	88707
18710	88710
18716	88716
18722	88722
18724	88724
18729	88729
18732	88732
18756	88756
18767	88767
18768	88768
18772	88772
18775	88775
18777	88777
18790	88790
18795	88795
18798	88798
18799	88799
18814	88814
18815	88815
18819	88819

FLCX 18823	SOO 88823
18829	88829
18835	88835
18879	88879
18880	88880
18882	88882
18884	88884
18889	88889
18896	88896
18897	88897
18907	88907
18909	88909
18917	88917
18946	88946
18957	88957
18966	88966
18982	88982
18996	88996
19078	89078
19105	89105
19120	89120
19129	89129
19138	89138
19169	89169
19173	89173
19180	89180
19182	89182